

Samuel H. Ruby (CSB#191091)
Judith A. Whitehouse (CSB#198176)
Paris Scott (CSB#248899)
BULLIVANT HOUSER BAILEY PC
601 California Street, Suite 1800
San Francisco, California 94108
Telephone: 415.352.2700
Facsimile: 415.352.2701
samuel.ruby@bullivant.com
judith.whitehouse@bullivant.com
paris.scott@bullivant.com

Attorneys for Defendant
Travelers Indemnity Company of Connecticut

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

LA VELDA SINGLETON dba LOVE AND
CARE PRESCHOOL,

Plaintiff,

vs.

TRAVELERS INDEMNITY COMPANY OF
CONNECTICUT, et al.,

Defendants.

Case No.: CV 08 1852 (CW)

**NOTICE OF TRAVELERS'
CONSOLIDATED RULE 12 MOTIONS:**

**(a) TO DISMISS (FRCP 12(b)(6);
(b) TO STRIKE (FRCP 12(f)); and/or
(c) FOR A MORE DEFINITE
STATEMENT (FRCP 12(e))**

Hearing Date: May 22, 2008
Time: 2:00 p.m.

NOTICE OF MOTION

To The Court, All Parties, And Their Attorneys Of Record:

Please take notice that on May 22, 2008 at 2:00 p.m., or as soon thereafter as may be
heard, the Travelers Indemnity Company of Connecticut shall move as follows.

MOTION

With respect to plaintiff's First, Fourth, Fifth, and Seventh Causes of Action, Travelers moves:

1. To dismiss each cause of action in its entirety, pursuant to Rule 12(b)(6);
2. In the alternative, to strike the following allegations pursuant to Rule 12(f):
 - Page 10, lines 12-13 (the words "...for fire damage to the insured building, its contents, and...");
 - Page, 10, lines 15-16 (the words "...for damage caused by fire to the building, its contents, or...");
 - Page 10, lines 20-21 (the words "...for damage caused by fire to the insured building, its contents and..."); and
 - Page 10, lines 25-26 (the words "...damage caused by fire to the insured building, its contents and...").
3. In the alternative, for a more definite statement pursuant to Rule 12(e).

With respect to plaintiff's Second Cause of Action, Travelers moves:

1. To dismiss the cause of action in its entirety, pursuant to Rule 12(b)(6);
2. In the alternative, to strike the following allegations pursuant to Rule 12(f):
 - The entirety of Paragraphs 29, 30 , and 31.

With respect to plaintiff's Third Cause of Action, Travelers moves:

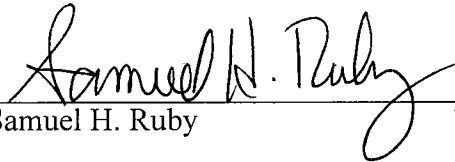
1. To strike the following allegations pursuant to Rule 12(f):
 - The entirety of Paragraphs 38 and 40;
 - Page 7, lines 23-25 ("claiming that they made payment in accordance with the policy of insurance when in fact they withheld payment of the code improvements needed to repair the building;")

- Page 7, lines 26-28 (“claiming without any reasonable basis that Plaintiff was not entitled to code improvements that were mandated by the building department and failing to pay the actual cash value for code upgrades;”)
- Page 8, lines 7-8 9 (“failing to affirm or deny coverage for the building loss and code compliance repairs within a reasonable time”)
- Page 7, lines 12-14 (“misrepresented the meaning of pertinent provisions in the policy of insurance by, among other things, denying liability for Plaintiff’s covered losses on the ground that she failed to sign her examination under oath”)

These motions are supported by a Memorandum of Points and Authorities and the Declaration of Samuel H. Ruby. A Proposed Order has been lodged herewith.

DATED: April 14, 2008

BULLIVANT HOUSER BAILEY PC

By 
Samuel H. Ruby

Attorneys for Defendant The Travelers Indemnity
Company of Connecticut

10504785.1